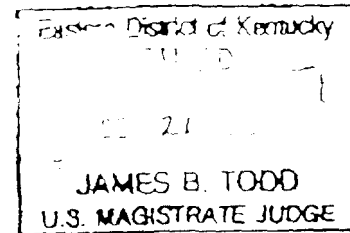


UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
LEXINGTON



UNITED STATES OF AMERICA)
 V.)
)
DON YATES) MAGISTRATE'S DOCKET NO.
) CASE NO. 95-5108M
) AFFIDAVIT FOR COMPLAINT

James W. Cobb, being first duly sworn upon his oath,
deposes and says:

1. That he is a Special Agent of the United States Secret Service and has been so employed since December 12th, 1983, and that he has been assigned to and participated in the investigation of cases involving violations of federal law prohibiting the unauthorized use of access devices in violation of Title 18, United States Code, Section 1029.

2. That on or about August 15th, 1995, your complainant interviewed Special Agent Tom Tamburello, U.S. Secret Service, Philadelphia Field Office, who stated that on 4/13/95 he, along with other agents of the Secret Service, executed a federal search warrant on J.E.M. Marketing located at 13 Lynford Rd., Cherry Hill, New Jersey. This business was operated by Irv, Gary and Jody Epstein and was in the business of manufacturing copycat "black boxes" used to illegally reproduce the telephone numbers and electronic serial numbers of cellular telephones.

3. That on that same day, Special Agent Tamburello advised that pursuant to the execution of the aforementioned federal search warrant, a list of purchasers of copycat black boxes was located in the aforementioned suspect location. This list identified a Don Yates, Lexington, Kentucky as one of several purchasers of the illegal "black boxes" manufactured by JEM Marketing.

4. That on August 16th, 1995, your complainant interviewed Dan Ambrosini, Cellular One, 124 Keeneland Dr., Richmond, Ky. Ambrosini had previously telephoned the U.S. Secret Service in Lexington, Ky. to complain about a Don Yates who was using an illegally obtained "black box" to reproduce the telephone numbers and electronic serial numbers of previously issued telephones. Ambrosini stated that Yates has started a business wherein he charges customers one hundred and fifty dollars (\$150) to duplicate ("clone") the telephone numbers and electronic serial numbers, belonging to their original cellular telephones, into additional telephones thereby avoiding the activation fees and monthly service fees for

each additionally cloned phone. These monthly service fees include a one time activation fee of \$35 per each additional cellular telephone, along with monthly service fees ranging between \$25 and \$150. Ambrosini advised that the actual loss in dollars to the cellular telephone industry is unknown to date due to their inability to differentiate between calls made on the originally purchased telephone and any phone "cloned" by Don Yates. Ambrosini added that the telephone numbers and electronic serial numbers that are issued to their customers are the property of the cellular carrier, not the customer themselves, and that these numbers are used to facilitate calling and tracking for billing purposes.

Ambrosini advised that customers using a cellular telephone with a telephone number and an electronic serial number can obtain telephone service throughout the United States.

5. That on September 13th, 1995 SA James Burch, United States Secret Service, telephoned Don Yates at 606-272-1440. SA Burch, acting in an undercover capacity, questioned suspect Yates about the procedures involved with obtaining a "cloned" phone and also inquired about the costs involved. SA Burch told me that Yates stated he could duplicate the telephone number of his (Burch's) cellular telephone onto additional cellular telephones wherein the cellular system would only "see" the original phone as being used. Yates stated that the only fee would be a one time programming fee to him. Yates stated that although he (Burch) would have to pay the carrier for the additional air time generated by the second phone, he would not have to pay for any extra additional charges on a monthly basis for having additional cellular telephones. Yates told Burch he operates his business out of a van and would meet him when Burch was ready to "clone" cellular telephones.

6. That on September 18th, 1995 Cellular One Communications, Richmond, Ky. provided two cellular telephones to the U.S. Secret Service for use in an undercover transaction with Mr. Yates. In a signed sworn affidavit, Cellular One Technician John Herbst stated that the first phone, a Motorola "M" series telephone, mechanical serial number F09LFD8438AG, was programed with electronic serial number 8262DD8D and telephone number 606-544-5592. Herbst further stated that the second telephone, a Motorola "DCP 550" series cellular telephone, mechanical serial number F09HLD8415BG, was programed with electronic serial number C34815C8 and contains no telephone number (Mobile Identification Number).

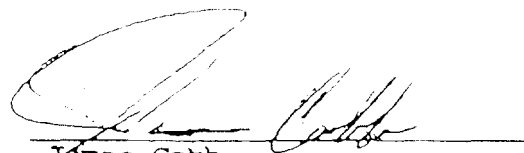
7. That later on September 18th, 1995 an undercover meeting was arranged between SA James Burch and suspect Don Yates.

SA Burch told me that during this meeting, Don Yates took both of the aforementioned cellular telephones from him, recorded the telephone number (from the previously programed "M" series telephone), by turning on the telephone,


and the electronic serial number, which is listed on the rear of that same telephone, and then transferred those numbers to the previously blank telephone by connecting this second telephone, via a patch cord, to a black box located in his briefcase. Yates then keyed in the unauthorized telephone number and electronic serial number by using a key pad on the front of the copycat "black box". Yates then tested the "cloned" telephone to ensure its operation. Upon completion of this process, Burch asked Yates how much he owed him for this service and Yates replied \$150. Burch then provided this amount in cash.

8. That on 9/21/95 the aforementioned cellular telephones, previously programed and provided by Cellular One Technician John Herbst, and subsequently "cloned" by Don Yates, were again analyzed by Mr. Herbst at Cellular One Communications, Richmond, Ky. Following his examination of the subject second cellular telephone, the Motorola "DCP 550", Herbst stated that this telephone, which previously contained no telephone number and had an E.S.N. of C34815C8, now contained telephone number 606-544-5592 and an E.S.N. of 8262DD8D. These two numbers were previously programed into the Motorola "M" series telephone with was provided to Don Yates by SA James Burch as his legitimately purchased cellular telephone.

FURTHER COMPLAINANT SAYETH NOT.


James Cobb
Special Agent
United States Secret Service

SUBSCRIBED AND SWORN to before me this 21st day of Sept., 1995


United States Magistrate

ATTACHMENT 4

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

HOUSTON CELLULAR
TELEPHONE COMPANY

v.

JOHN C. NELSON, individually and
d/b/a both CELL TIME CELLULAR and
ACTION CELLULAR and DANNY
HART, individually and d/b/a both
ACTION CELLULAR and ACTION
CELLULAR EXTENSION

§ C.A. NO. 95-617
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**HOUSTON CELLULAR'S MOTION FOR PARTIAL SUMMARY JUDGMENT
AGAINST DEFENDANT C2+ TECHNOLOGY, INC.**

Houston Cellular Telephone Company (Houston Cellular) is suing C2+ Technology, Inc. (C2+) for damages and a declaratory judgment relating to C2+'s illegal emulation of the Electronic Serial Numbers (ESN) of cellular telephones. Because there are no genuine issues of material fact and Houston Cellular is entitled to judgment as a matter of law, Houston Cellular requests the court grant summary judgment in its favor under Fed.R.Civ.P. 56.

BACKGROUND FACTS:

1. Houston Cellular, a cellular carrier, is licensed by the Federal Communications Commission (FCC) as the exclusive provider of cellular communications services on its authorized frequencies in the Houston Metropolitan Statistical Area, which includes Harris, Liberty, Montgomery, Waller, Fort Bend and Brazoria Counties. See Affidavit of Mike Hanafin attached to this motion as Exhibit "A".

2. The ESN on a cellular telephone is a 32 bit binary number that uniquely identifies a cellular mobile transmitter to a cellular system. See Affidavit of Mike Hanafin. It is separate and distinct from the phone's 10-digit telephone number. One purpose of the ESN in a cellular telephone is similar to the Vehicle Identification Number in an automobile. It uniquely identifies the equipment to assist in recovery, if the equipment is stolen. More importantly, the ESN is designed to identify an authorized subscriber and enable cellular licensees, like Houston Cellular,

to authorize system use and to properly bill for calls made to and from a cellular telephone. See Second ESN Order (defined below) attached to this motion as Exhibit "B" at paras. 54, 59.

3. Altering a cellular telephone's ESN allows a person to simulate the signal of a different cellular telephone. This process, called emulation, allows one cellular phone to emulate, or imitate, another cellular phone. A person may then make a call on one cellular telephone while actually charging the call to another phone. Altering an ESN facilitates fraudulent and unauthorized cellular calls. See Second ESN Order at para. 60. An unauthorized user of a cellular phone that has an altered ESN can make numerous local and long distance calls and have the charges billed to a totally unsuspecting cellular customer. Alternatively, ESN alteration enables one cellular phone to emulate another cellular phone beyond the detection abilities of cellular licensees. This enables a customer to use more than one telephone for the same telephone number, thereby avoiding monthly access charges charged by Houston Cellular and other cellular licensees. By altering an ESN, a customer can fraudulently avoid paying the monthly access charge for multiple cellular phones, resulting in a significant loss of revenues to the licensee. See Second ESN Order at para. 60.

4. Houston Cellular recently offered a special long distance program which allowed customers free air time on all long distance calls in the State of Texas. See Affidavit of Mike Hanafin. Use of this long distance program permits a customer to call long distance from his cellular telephone and pay only the rate charged by the customer's pre-selected long distance carrier. Houston Cellular does not charge for air time on the calls. Alteration of an ESN allows a customer to have multiple cellular phones covered by a single monthly fee payment for the long distance program, resulting in a substantial loss of revenue to Houston Cellular. See Affidavit of Mike Hanafin.

5. C2+ developed software, equipment, and manuals to emulate ESNs. See Deposition of Carol Patton which is attached to this motion as Exhibit "C" at p. 14, ll. 11, 12; See 1994 Lease Agreement attached to Affidavit of Mark A. Carrigan as Exhibit "1". The Affidavit of Mark A. Carrigan is attached hereto as Exhibit "D". On August 9, 1994, C2+ entered into a "1994 lease agreement" with Cell Time Cellular in which C2+ agreed to provide Cell Time Cellular

equipment and software to emulate ESNs. See Lease Agreement. Under the lease agreement, John C. Nelson (Nelson), individually and doing business as Cell Time Cellular and as Action Cellular, became an exclusive distributor of C2+'s "product" (the software and equipment to emulate ESNs) in the Houston Metropolitan Statistical Area. See Deposition of John C. Nelson, attached to this motion as Exhibit "E", at pp. 28, 29; See Deposition of Carol Patton at p. 37, ll. 9,10. Using ideas provided by C2+, Nelson advertised his service of allowing a customer "more than one phone on the same number." See Advertisement of Action Cellular Extension, Inc. attached to Affidavit of Mark Carrigan as Exhibit "2".

6. Nelson, using C2+'s technology and software, emulated the cellular telephones of cellular telephone users throughout Houston, including Houston Cellular customers. See Loading Code Order Form attached to Affidavit of Mark Carrigan as Exhibit "3". C2+ provided Nelson marketing ideas and sent him samples of advertisements. See Deposition of Carol Patton, p. 27, ll. 18 to p. 28, ll. 3. Nelson was sent forms by C2+ to be filled out when a customer purchased an emulated phone. See Loading Code Order Form. In addition, C2+ provided Nelson referrals of customers in Houston. See Deposition of Carol Patton at p. 90, ll. 16-23. For cellular telephones other than Motorolas, Nelson sent the telephone to C2+ in Montgomery, Alabama to be emulated. See Deposition of John Nelson at p. 39, ll. 7-11; See Deposition of Carol Patton, p. 41, ll. 14 to p. 42 ll. 8.

7. C2+ represented to Nelson that emulating cellular telephones of Houston Cellular customers was legal. See Deposition of John C. Nelson at pp. 32, 33; See Public Notice attached to the Affidavit of Mark Carrigan as Exhibit "4"; See Deposition of Carol Patton at p. 34, ll. 22 to p. 36, ll. 4.

8. As a result of C2+'s emulation of ESN's of Houston Cellular customers, Houston Cellular could not track users of its service. See Affidavit of Mike Hanafin. Houston Cellular was unable to bill for certain air time and unable to determine the correct number of telephones per customer for monthly access charges. Houston Cellular lost monthly access fees, revenues from the cost of replacing emulated phones for Houston Cellular customers, and revenues from

"features" available to Houston Cellular customers (e.g., weekend saver, voice activated dialing, voice mail, call forwarding, and conference calling). See Affidavit of Hanafin. Houston Cellular also incurred attorneys' fees as a result of its efforts to stop C2+'s agents from wrongfully emulating the ESNs of cellular telephones. Finally, Houston Cellular incurred losses from customers who were not willing to replace their emulated phones, and Houston Cellular had to disconnect their cellular service. See Affidavit of Hanafin.

LEGAL ARGUMENTS AND AUTHORITIES

Summary Judgment Standard

9. Fed.R.Civ.P. 56 requires a moving party to affirmatively demonstrate by admissible evidence that there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law. When the moving party has carried his burden under Rule 56(c), his opponent must present more than a metaphysical doubt about the material facts. Washington v. Armstrong World Indus., Inc., 839 F.2d 1121, 1123 (5th Cir. 1988) (citing Matsushita Electric Industrial Co., Ltd. v. Zenith Radio Corp., 475 U.S. 574 (1986)). To defeat the motion, a nonmovant must bring forth "significant probative evidence demonstrating the existence of a triable issue of fact." In re Municipal Bond Reporting Antitrust Litg., 672 F.2d 436, 440 (5th Cir. 1982). In this case, the undisputed evidence shows C2+ violated FCC ESN Orders by emulating the cellular telephones of Houston Cellular customers.

Emulation by C2+ Violates FCC ESN Orders

10. On May 4, 1981, after notice in the Federal Register, the FCC issued an Inquiry Into the Use of the Bands 825-845 MHz and 870-890 MHz for Cellular Communications Systems; and Amendment of Parts 2 and 22 of the Commission's Rules Relative to Cellular Communications Systems. 86 F.C.C.2d 469 (1981). The FCC adopted technical specifications for cellular telephones, including that each phone have a unique ESN. See 86 F.C.C.2d at 593, 2.3.2. This FCC Order was published in the Federal Register on May 21, 1981 (46 Fed. Reg. 27655) with corrections on June 16, 1981 (46 Fed. Reg. 31417) (the First ESN Order). A copy of the First ESN Order is attached as Exhibit "F".

11. In response to an FCC Notice of Proposed Rule Making, released June 12, 1992, 7 F.C.C. Red. 3658, and published in the Federal Register July 1, 1992, (57 Fed. Reg. 29260), C2+ requested the FCC amend the Commission's rules and allow companies to market ancillary cellular equipment that emulates ESNs for the purpose of allowing more than one cellular telephone to have the same telephone number.

12. On September 9, 1994, after notice in the Federal Register, the FCC issued "Revision of Part 22 of the Commission Rules Governing the Public Mobile Services" (published in the Federal Register on November 17, 1994, 59 Fed. Reg. 59502) (the Second ESN Order) attached as Exhibit "B". In the Second ESN Order, the FCC specifically rejected C2+'s proposed amendment of the rules concerning emulation. The Commission wrote:

Further, we conclude that the practice of altering cellular phones to "emulate" ESNs without receiving the permission of the relevant cellular licensee should not be allowed because (1) simultaneous use of cellular telephones fraudulently emitting the same ESN without the licensee's permission could cause problems in some cellular systems such as erroneous tracking or billing; (2) fraudulent use of such phones without the licensee's permission could deprive cellular carriers of monthly per telephone revenues to which they are entitled; and (3) such altered phones not authorized by the carrier, would therefore not fall within the licensee's blanket license, and thus would be unlicensed transmitters in violation of Section 301 of the Act.

See paragraph 60 of Exhibit "B".

13. The Commission further concluded:

Nevertheless, with regard to existing equipment, we conclude that cellular telephones with altered ESNs do not comply with the cellular system compatibility specification¹ and thus may not be considered authorized equipment under the original type acceptance. Accordingly, a consumer's knowing use of such altered equipment would violate our rules. We further believe that any individual or company that knowingly alters cellular telephones to cause them to transmit an ESN other than the one originally installed by the manufacturer is aiding in the violation of our rules. Thus, we advise all cellular licensees and subscribers that the use of the C2+ altered cellular telephones constitutes a violation of the Act and our rules.

¹See previous 47 CFR § 22.915, which became new 47 CFR § 22.933, adopted in the Second ESN Order.

See paragraph 62.² (emphasis added). The First ESN Order and Second ESN Orders are referred to as the FCC ESN Orders.

14. The FCC ESN Orders were regularly made, published in the federal register, and served on defendants by publication. 5 U.S.C. § 552(a)(1). See also, Fed.Crop. Ins. v. Merrill, 332 U.S. 380, 384-85 (1947). The orders adopted by the FCC constitute orders within the meaning of § 401(b) (47 U.S.C. § 401(b)) of the Communication Act of 1934.

C2+ Unlawfully Emulated the ESNs of Houston Cellular Customers' Cellular Telephones

15. C2+ did not seek or obtain permission from Houston Cellular to emulate the ESNs of its customers. See Deposition of Carol Patton at p. 44, ll. 2-20; See Affidavit of Mike Hanafin. C2+'s conduct in emulating cellular telephones of Houston Cellular customers therefore violates the FCC ESN Orders.

16. C2+ is liable for its own acts as well as the acts of John C. Nelson, its authorized agent. Under Texas law, what a principal does through her agent, she does herself. Shaw v. Kennedy, Ltd., 879 S.W.2d 240 (Tex.App.-Amarillo 1994 writ denied). In determining a principal's vicarious liability, the proper question is whether the agent was acting within the scope of the agency relationship when he committed the act. Celtic Life Ins. Co. v. Coats, 885 S.W.2d 96 (Tex. 1994). An agent may perform such acts as are necessary and proper to accomplish the purpose for which agency was created. Polland & Cook v. Lehmann, 832 S.W.2d 729 (Tex.App.-Houston [1st Dist.] writ denied). The sole business entrusted to Nelson by C2+ under the lease agreement was to emulate cellular telephones, and for each cellular telephone emulated, Nelson used C2+'s technology, software, and expertise. Accordingly, Nelson acted as C2+'s authorized agent in emulating the cellular telephones of Houston Cellular customers.

²The Second ESN Order also revised § 22.919(c), effective January 1, 1995, to require all manufacturers of cellular telephones to design their telephones such that any attempt to remove, tamper with, or change the ESN chip, will render the mobile transmitter inoperative. Thus, in new telephones, Houston Cellular and other cellular licensees should not be plagued with companies that alter ESNs in violation of the law. Any attempt to alter the ESN will render the cellular telephone inoperable.

C2+'s Conduct Constitutes Negligence Per Se

17. Under Texas law, violation of an administrative order, statute or ordinance is negligence per se. Sheppard v. Judkins, 476 S.W.2d 102, 107 (Tex.Civ.App.-Texarkana 1971, writ rel'd n.r.e.). The Restatement of Torts § 288B (1965) provides that the unexcused violation of a legislative enactment or administrative regulation which is adopted by the court as defining the standard of conduct of a reasonable man, is negligence in itself.³ Generally, Texas courts adopt an administrative rule or regulation as a standard for negligence if a purpose of the rule is to afford protection to the class of persons to which the injured party belongs against the hazard involved in the particular case. Carter v. William Sommerville and Son, Inc., 584 S.W.2d 274, 278 (Tex. 1979).

18. The FCC states it enacted the FCC ESN Orders because altering ESNs "could cause problems in some cellular systems such as erroneous tracking or billing" and it "could deprive cellular carriers of monthly per telephone revenues to which they are entitled." See Second ESN Order attached as Exhibit "B" at para. 60. Houston Cellular has suffered the exact damages anticipated by the FCC because of C2+'s emulation of Houston Cellular customers' cellular telephones: erroneous tracking and billing and lost monthly revenues. C2+ knew, or reasonably should have known, its conduct would cause Houston Cellular to suffer this harm.⁴ The FCC ESN Orders should therefore define the standard of care for C2+'s conduct relating to cellular carriers.

³ The Fifth Circuit has affirmed that Texas law recognizes two distinct sources of legal duty for negligence claims: duty arising from statute and general duty of due care recognized at common law. Hayes v. U.S., 899 F.2d 438 (5th Cir. 1991).

⁴ Houston Cellular must show C2+'s violation of FCC ESN Orders proximately caused its injuries. See Hudson v. Winn, 859 S.W.2d 504 (Tex.App.-Houston [1st Dist.] 1993, writ denied). Proximate cause has two essential elements: cause in fact and foreseeability. McClure v. Allied Stores of Texas Inc., 608 S.W.2d 901 (Tex. 1980). Foreseeability is satisfied because C2+, using ordinary intelligence, should have anticipated harm to Houston Cellular from its negligent conduct. See McClure v. Allied Stores of Texas Inc., 608 S.W.2d 901 (Tex. 1980).

In the Alternative, C2+'s Conduct Constitutes Common Law Negligence

19. Under Texas law, C2+ had a duty to exercise reasonable care to avoid foreseeable injury to Houston Cellular from its conduct and the conduct of Nelson. See El Chico v. Poole, 732 S.W.2d 306, 312 (Tex. 1987) (an actor must take affirmative steps to avoid increasing danger from another's conduct which the actor has, in part, created). C2+ should have known that emulating the ESNs of cellular phones violated the FCC ESN Orders and would cause financial harm to Houston Cellular and any other carriers whose customers were affected. C2+ either failed to keep current with FCC regulations or willfully disobeyed orders from the FCC. In either case, C2+'s emulation of cellular telephones proximately caused Houston Cellular to suffer loss of revenues, including the loss of air time and monthly access charges. C2+ is therefore liable for common law negligence.

Houston Cellular is Entitled to Declaratory Relief Under 28 U.S.C. 2201 Et Seq.

20. Pursuant to 28 U.S.C. 2201(a), Houston Cellular is entitled to a judgment from the court declaring the rights and obligations of Houston Cellular and the defendant. Specifically, Houston Cellular asks the court to declare:

- (1) C2+ altering, transferring, emulating or manipulating ESNs is a violation of the FCC's ESN Orders;
- (2) The use of emulated or altered telephones is a violation of the FCC's ESN Orders and regulations;
- (3) C2+ has no right to alter, transfer, emulate or manipulate cellular telephones of Houston Cellular customers;
- (4) Advertising to emulate cellular telephones by C2+, its representatives, franchisees, distributors, and other agents is a violation of the FCC's ESN Orders; and
- (5) Houston Cellular has suffered harm as a result of C2+'s unlawful emulation of cellular telephones.

21. Pursuant to 28 U.S.C. § 2202, Houston Cellular is entitled to reimbursement of the reasonable and necessary attorneys' fees incurred by Houston Cellular for bringing this lawsuit.

CONCLUSION

22. Houston Cellular requests this court enter summary judgment in its favor holding C2+ liable for emulating the ESN's of Houston Cellular customers and for such other relief, at law or in equity, to which Houston Cellular is entitled.

Respectfully submitted,

By: 

Mark A. Carrigan
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State Bar No. 03875200

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

HOUSTON CELLULAR
TELEPHONE COMPANY

v.

JOHN C. NELSON, individually and
d/b/a both CELL TIME CELLULAR and
ACTION CELLULAR and DANNY
HART, individually and d/b/a both
ACTION CELLULAR and ACTION
CELLULAR EXTENSION

§ C.A. NO. 95-617
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ORDER

Houston Cellular Telephone Company filed a motion for partial summary judgment on January 19, 1996. Because there are no genuine issues of material fact and Houston Cellular is entitled to judgment as a matter of law, the court hereby ORDERS Houston Cellular's motion for summary judgment is GRANTED and judgment is entered in favor of Houston Cellular holding C2+ Technology, Inc. (C2+) liable for negligence in emulating the cellular telephones of Houston Cellular employees. The Court also declares the following rights and obligations of Houston Cellular and C2+:

- (1) C2+ altering, transferring, emulating or manipulating ESNs is a violation of the FCC's ESN Orders;
- (2) The use of emulated or altered telephones is a violation of the FCC's ESN Orders and regulations;
- (3) C2+ has no right to alter, transfer, emulate or manipulate cellular telephones of Houston Cellular customers; and
- (4) Advertising to emulate cellular phones by C2+, its representatives, franchisees, distributors and other agents is a violation of the FCC's ESN Orders, and
- (5) Houston Cellular has suffered harm as a result of C2+'s unlawful emulation of cellular telephones. The Court also Orders Houston Cellular is entitled to recover attorneys' fees incurred by Houston Cellular for bringing this lawsuit.

SIGNED this _____ day of _____, 1996.

JUDGE PRESIDING

CERTIFICATE OF SERVICE

A true and correct copy of Plaintiff's Motion for Summary Judgment with its corresponding Order was duly served upon all parties or their counsel of record by hand delivery, properly addressed on this the 22nd day of January, 1996.

Mr. James Nash
Nash & Orlando, L.L.P.
5851 San Felipe, Suite 890
Houston, Texas 77057


Mark A. Carrigan